

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30		Page 1 of 40
1. REQUISITION NUMBER APWSWRTX-0001-3	2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE
4. ORDER NUMBER	5. SOLICITATION NUMBER 088-M-APHIS-02	6. SOLICITATION ISSUE DATE 03/05/03
7. FOR SOLICITATION INFORMATION CALL	a. NAME José-Luis Gallagher (jose.l.gallagher@usda.gov)	b. TELEPHONE NUMBER (No collect calls) (612) 336-3206
8. OFFER DUE DATE/LOCAL TIME 03/18/03 2:30pm local time		
9. ISSUED BY Code: 6395 USDA, MRP-BS Contracting Butler Square, Fifth Floor 100 North Sixth Street Minneapolis, MN 55403		10. THIS ACQUISITION IS [] UNRESTRICTED [X] SET ASIDE 100% FOR [X] SMALL BUSINESS [] SMALL DISADV. BUSINESS [] 8(A) SIC: 488190 SIZE STANDARD: \$5.0 MILLION
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED [] SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A [] RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING
14. METHOD OF SOLICITATION [] RFQ [] IFB [X] RFP		
15. DELIVERY TO CODE SEE ATTACHED		16. ADMINISTERED BY Code: (If other than Item 5)
17a. CONTRACTOR/OFFEROR Code: Facility Code:		18a. PAYMENT WILL CODE 6395 BE MADE BY
TELEPHONE NO. _____ EMAIL: _____ DUNS NO. _____ TIN NO. _____		USDA, MRP-BS Payments Team Butler Square, Fifth Floor 100 North Sixth Street Minneapolis, MN 55403

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (Continued)

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO THE ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
--	--

19	20	21	22	23	24
ITEM NO	SCHEDULE OF SUPPLIES SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

See Attached

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt Use Only)
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☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, FAR 52.212-4. FAR 52.212-3, FAR 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPY ☒ TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE _____
☐ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN ARE ACCEPTED AS TO ITEMS: _____

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (Continued)

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)									
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Lisa P. Stensrud									
30c. DATE SIGNED	31c. DATE SIGNED									
32a. QUANTITY IN COLUMN 21 HAS BEEN [] RECEIVED [] INSPECTED [] ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED	32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE	32c. DATE								
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR								
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	PARTIAL		FINAL							
36. PAYMENT [] COMPLETE [] PARTIAL [] FINAL	37. CHECK NUMBER									
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER									
40. PAID BY										

41a. I CERTIFY THIS ACCOUNT IS CORRECT FOR PROMPT PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
42a. RECEIVED BY (PRINT)	42b. RECEIVED AT (Location)
42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

AUTHORIZED FOR LOCAL PRODUCTION

STANDARD FORM 1449 (10-95)
 PRESCRIBED BY GSA-FAR(48 CFR)53.212
 OMB NO.:9000-0136
 Expires: 09/30/98

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SECTION A: THE SCHEDULE

SUPPLIES OR SERVICES AND PRICES/COSTS

BACKGROUND

The U.S. Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS) program has a requirement for maintenance, parts, and repair of two helicopters: One McDonnell-Douglas 1977 MD 500D Helicopter, tail number N8617F, serial number 570128D and one McDonnell-Douglas 1990 MD 500E Helicopter, tail number N46EE, serial number 0406E. The Contractor that makes an offer shall have a repair facility located within a 50-mile radius of San Antonio, TX.

SCHEDULE OF ITEMS

Note: Contractor shall indicate the helicopter(s) their offer applies to by marking an (x) on the applicable line(s):

- McDonnell-Douglas 1977 MD 500D Helicopter, tail number N8617F, serial number 570128D

- McDonnell-Douglas 1990 MD 500E Helicopter, tail number N46EE, serial number 0406E

BASE CONTRACT PERIOD - Date of Award through September 30, 2003

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1.	100 hour inspection w/o parts	8	EA	\$_____	\$_____
2.	300 hour inspection w/o parts	2	EA	\$_____	\$_____
3.	Annual inspection w/o parts	2	EA	\$_____	\$_____
4.	a. Hourly Labor Rate for repairs			\$_____	
	b. Parts Discount				
	i. New parts			_____%	
	ii. Overhauled parts			_____%	
	iii. Serviceable parts			_____%	
	c. POV or service van mileage rate (for service provided away from contractor facility)			\$_____	
	d. Service Truck and trailer mileage rate (for service provided away from contractor facility)			\$_____	

OPTION YEAR I. - October 1, 2003 through September 30, 2004

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
5.	100 hour inspection w/o parts	8	EA	\$_____	\$_____
6.	300 hour inspection w/o parts	2	EA	\$_____	\$_____
7.	Annual inspection w/o parts	2	EA	\$_____	\$_____

8. a. Hourly Labor Rate for repairs \$_____
- b. Parts Discount
- i. New parts _____%
- ii. Overhauled parts _____%
- iii. Serviceable parts _____%
- c. POV or service van mileage rate \$_____
- (for service provided away from contractor facility)
- d. Service Truck and trailer mileage rate \$_____
- (for service provided away from contractor facility)

OPTION YEAR II - October 1, 2004 through September 30, 2005

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
9.	100 hour inspection w/o parts	8	EA	\$_____	\$_____
10.	300 hour inspection w/o parts	2	EA	\$_____	\$_____
11.	Annual inspection w/o parts	2	EA	\$_____	\$_____
12.	a. Hourly Labor Rate for repairs			\$_____	
	b. Parts Discount				
	i. New parts			_____%	
	ii. Overhauled parts			_____%	
	iii. Serviceable parts			_____%	
	c. POV or service van mileage rate			\$_____	
	(for service provided away from contractor facility)				
	d. Service Truck and trailer mileage rate			\$_____	
	(for service provided away from contractor facility)				

OPTION YEAR III - October 1, 2005 through September 30, 2006

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
13.	100 hour inspection w/o parts	8	EA	\$_____	\$_____
14.	300 hour inspection w/o parts	2	EA	\$_____	\$_____
15.	Annual inspection w/o parts	2	EA	\$_____	\$_____

16. a. Hourly Labor Rate for repairs \$_____
- b. Parts Discount
- i. New parts _____%
- ii. Overhauled parts _____%
- iii. Serviceable parts _____%
- c. POV or service van mileage rate \$_____
- (for service provided away from contractor facility)
- d. Service Truck and trailer mileage rate \$_____
- (for service provided away from contractor facility)

OPTION YEAR IV - October 1, 2006 through September 30, 2007

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
17.	100 hour inspection w/o parts	8	EA	\$_____	\$_____
18.	300 hour inspection w/o parts	2	EA	\$_____	\$_____
19.	Annual inspection w/o parts	2	EA	\$_____	\$_____
20.	a. Hourly Labor Rate for repairs			\$_____	
	b. Parts Discount				
	i. New parts			_____%	
	ii. Overhauled parts			_____%	
	iii. Serviceable parts			_____%	
	c. POV or service van mileage rate			\$_____	
	(for service provided away from contractor facility)				
	d. Service Truck and trailer mileage rate			\$_____	
	(for service provided away from contractor facility)				

SPECIAL INSPECTION

Special Inspection contingent upon elapsed flight time of calendar year. The special inspection applies to the base year and all option years (Options I, II, III, and IV).

Note: Alternate proposals may be entertained if in the best interest of the Government.

SECTION B: CONTRACT CLAUSES

B.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.212-4	CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS	FEB 2002

B.1.2 Ordering (Oct 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through termination of contract.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the schedule.

B.1.3 52.216-19 -- Order Limitations. (Oct 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor --
 - (1) Any order for a single item in excess of 250,000.00;
 - (2) Any order for a combination of items in excess of \$250,000.00; or
 - (3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

B.1.4 52.216-21 - Requirements (Oct 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 6 months after final option period completed.

B.1.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

B.1.6 52.222-42 STATEMENT OF EQUIVALENT RATES FOR
FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee class	Monetary Wage	Fringe Benefits
Aircraft Mechanic	\$16.51	\$2.56
Aircraft Mechanic Helper	\$11.58	\$2.56

B.1.7 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2001)

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The following clauses shall be flowed down to subcontracts for commercial items.

- (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246).
- (iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998) (38 U.S.C. 4212(a)).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

B.1.8 52.246-20 WARRANTY OF SERVICES (MAY 2001)

- (a) Definition. "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.
- (b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 20 days. This notice shall state either--
 - (1) That the Contractor shall correct or reperform any defective or nonconforming services; or
 - (2) That the Government does not require correction or reperformance.
- (c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.
- (d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

B.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2001)

- (a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:
 - (1) 52.222-3, Convict Labor (E.O. 11755).
 - (2) 52.233-3, Protest after Award (31 U.S.C. 3553).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions

of law or Executive orders applicable to acquisitions of commercial items or components:

- XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- XX (2) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- (3) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
— (ii) Alternate I to 52.219-5
— (iii) Alternate II to 52.219-5
- XX (4) 52.219-6, Notice of Small Business Set-Aside JUL 1996
- XX (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
- XX (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
— (ii) Alternate I of 52.219-23.
- (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- XX (12) 52.222-26, Equal Opportunity (E.O. 11246).
- XX (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- XX (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- XX (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

- (17) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
 - (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
 - (18) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).
 - (19) (i) 52.225-3, Buy American Act--North American Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
 - (ii) Alternate I of 52.225-3.
 - (iii) Alternate II of 52.225-3.
 - XX (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
 - XX (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
 - (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
 - (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
 - (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
 - XX (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
 - (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
 - (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
 - (28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
 - (ii) Alternate I of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:
- XX (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).
 - XX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - XX (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - (5) 52.222-47, SCA Minimum Wages and Fringe Benefits

Applicable to Successor Contract Pursuant to Predecessor
Contractor Collective Bargaining Agreement (CBA) (41
U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall

B.2 (Continued)

comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--
- (1) 52.222-26, Equal Opportunity (E.O. 11246);
 - (2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
 - (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
 - (4) 52.247-64, Preference for Privately-Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
 - (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

SECTION C: PERFORMANCE WORK STATEMENT

C.1 STATEMENT OF WORK: The U.S. Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS) program has a requirement for maintenance, parts, and repair of two helicopters: One McDonnell-Douglas 1977 MD 500D Helicopter, tail number N8617F, serial number 570128D and one McDonnell-Douglas 1990 MD 500E Helicopter, tail number N46EE, serial number 0406E. The Contractor that makes an offer shall have a repair facility located within a 50-mile radius of San Antonio, TX.

Both of the respective helicopters are flown an estimated 600 hours annually. The requisite 100, 300, annual inspections, and corresponding maintenance or repairs will be conducted during the term of this contract, depending on the actual hours flown.

No guarantee is given as to the actual number of hours flown or the number and types of inspections that will be required during the term of this contract.

C.2 CONTRACTOR RESPONSIBILITIES: The contractor must comply with all Texas statutes that pertain to aircraft repair facilities and services.

The contractor must specifically comply with Federal Aviation Regulations (FAR) Part 91-409 subsections (E) and (F). The helicopter shall be maintained and repaired in accordance with FAR parts 21, 23, 39, 43, 91, and 135.

The contractor's maintenance facility must be an appropriately rated FAA certified repair station (Part 145.51) or manufacturer's approved service center.

All maintenance must be performed at an MD Helicopter factory-approved service center and must be repaired according to MD500 Helicopter Maintenance Instructions (HMI). The mechanics must have successfully completed training at an accredited MD500 Helicopter maintenance school.

The contractor shall provide all the personnel, supervision, transportation, and other items necessary to satisfactorily perform full helicopter maintenance as described in this Statement of Work (SOW).

The contractor will also perform corresponding or incidental repairs related to or detected during maintenance procedures. When required the engine shall be overhauled and/or remanufactured at manufacturer's factory and according to manufacturer's standards. The engine shall be new and direct from the factory, with no hours on it, and come with a complete manufacturer's warranty. Inspections and maintenance shall be completed within one week from date helicopter is delivered to place of performance.

C.3 EMERGENCY AND AFTER HOURS REPAIRS: The contractor must have a mechanic on duty or on call 24 hours a day 7 days per week to provide emergency repairs or maintenance to keep or make the helicopter airworthy. The mechanic must be able to be contacted by the pilot and/or the Texas WS State Director through a telephone forwarding system or by cellular telephone at any time.

Contractor may be required to perform emergency service and repairs away from the contractor's facility. In such cases, when the contractor dispatches a service truck to provide service and repairs away from the contractor's facility, the contractor will be reimbursed at the bid rate per mile for a service truck. It is the contractor's responsibility to provide fuel and all other maintenance and service to the contractor-owned service truck at no additional cost to the government. The contractor, while away from the contractor's headquarters, will be reimbursed by the government for lodging and per diem per the Federal Travel Regulations.

C.4 FACILITIES, EQUIPMENT, AND INSPECTION DATA: The contractor's repair facility must have been in business for at least five (5) years to insure:

- (a) an established record of properly maintaining aircraft,
- (b) adequate communications with pilots, agencies, and manufacturers to

ensure complete understanding of program objectives, and

(c) the stability of the repair facility.

The contractor must maintain a repair facility appropriate in size and layout and properly equipped for maintenance and repairs of the respective helicopter.

All appropriate manuals, directives, and bulletins for the respective helicopter must be maintained on-site by the contractor.

Contractor must own or have available the necessary tools, including a rotor tracking and balancing unit (Chadwick or comparable), a Barfield tester, and all other testing equipment necessary to insure the level of service provided meets all FAA and FAR requirements.

The contractor must have performed maintenance or repair work on the respective helicopter, or a comparable turbine-powered helicopter, within the previous 24 months.

A current Certificate from Allison Engine for the Hughes 500D must be in effect prior to any service being performed on the helicopter. A current Certificate from Bell for the Bell OH58C helicopter must be in effect prior to any service being performed on the helicopter.

The contractor SHALL NOT subcontract any portion of the maintenance or repair work without the written consent of APHIS, WS.

C.5 ACCESSIBILITY: APHIS, WS reserves the right to inspect the facility, or designate representatives, for adequate maintenance capability before the contract is awarded and during the term of the contract during regular business hours. The helicopter must be accessible to WS personnel while it is hangared at the contractor's maintenance facility.

The mechanic/repair logbooks shall be accessible at all times to the pilot and Texas WS State Director. The pilot's logbook shall be accessible to the mechanic/repair facility and the Texas State Director.

C.6 EMPLOYEE TRAINING/QUALIFICATIONS: The repair facility shall have at least two certified mechanics for the respective helicopter. This is to insure that the helicopter will be repaired without undue down-time even during after hours emergencies or unanticipated heavy workloads.

C.7 COMMUNICATION: The mechanic(s) and pilot must maintain a professional dialogue about the condition and airworthiness of the helicopter at all times. The mechanic(s) and pilot shall keep the Texas WS State Director abreast of their respective roles in the maintenance and repairs and piloting of the helicopter.

C.8 REFERENCES: Contractor applicants must provide at least two references from individual(s) and/or agencies that have experience about their performance of maintenance on helicopters within the last two years.

C.9 WS RESPONSIBILITIES: WS will advise the contractor of upcoming and specified inspections based on agency usage.

C.10 DELIVERY OF SERVICES: The helicopter will be delivered to and picked up from the contractor's maintenance facility by the WS pilot. Maintenance facility will use a WS pilot for all run-ups and test maintenance flights.

The maintenance agreement will be for standard and scheduled inspections, maintenance, and repairs.

C.11 INSURANCE REQUIREMENTS: The contractor will be required to procure and maintain for the duration of the contract, at its cost and expense, primary insurance coverage. A Certificate of Insurance, indicating compliance with the required coverage, shall be filed with the USDA, APHIS, MRP-BS in Minneapolis, Minnesota.

Contracts will not be issued to contractors that fail to submit insurance certification as specified herein within 30 days after bid opening. This insurance coverage must be valid for the entire contract period.

C.12 PARTS: Parts will be charged at the CONTRACTOR'S COST, plus markup. This will vary depending on new, overhauled or serviceable parts. All parts shall have, at a minimum, the standard warranties. Parts shall be new or, when authorized in writing by the Contracting Officer's Technical Representative (COTR), overhauled by an approved FAA repair station. The COTR will make the decision whether to use parts provided by the contractor or if the government will provide the part(s) required for repairs. When parts are replaced from a helicopter, they will be either returned to the government or used as a trade-in, in which case credit will be given to the government for the core value of the parts equal to industry standards.

C.13 ENGINE OVERHAUL: The engine shall be overhauled by an approved MD Helicopter factory-authorized service center and according to manufacturer's standards and with a complete manufacturer's warranty. Engine overhaul shall include engine removal, replacement of worn essential parts, and engine installed. Engine overhaul shall be completed within three (3) weeks from date helicopter is delivered to contractor's place of performance. A 30-day notice will be given to the contractor before the overhaul is required.

C.13.1 Remanufactured Engine: The engine shall be remanufactured by an approved MD Helicopter factory-authorized service center and according to MD Helicopter standards and with a complete manufacturer's warranty.

C.13.2 New Engine: The engine shall be new and direct from the factory, with absolutely no hours on it and with a complete manufacturer's warranty.

C.14 INSPECTIONS: The inspections shall be completed in accordance with MD500 HMI. All inspections shall be completed within two (2) weeks from date helicopter is delivered to contractor's place of performance.

C.15 TIMED COMPONENT MAINTENANCE SCHEDULE: The contractor shall maintain historical data on all helicopter components that have a timed-life span. These components shall be replaced or overhauled per schedule as identified on Appendix 1, MD500 Component Maintenance Schedule.

C.15.1 Main Rotor Transmission: The main rotor transmission overhaul shall include removal and installation and shall be completed within two (2) weeks from date helicopter is delivered to contractor's place of performance.

C.15.2 Tail Rotor Gear Box: The tail rotor gear box overhaul shall include removal and installation and shall be completed within two (2) weeks from date helicopter is delivered to contractor's place of performance.

C.16 LABOR: Charge per labor shall be at a fixed hourly charge.

C.17 WARRANTY: All service shall have at a minimum, a 90-day warranty.

C.18 MANAGEMENT PLAN: The contractor shall provide a management plan showing the organization and staffing by skills to accomplish the required services.

C.19 CONTINGENCIES: The contractor shall provide a contingency plan to ensure continuity of services during unanticipated changes and to prevent any disruption in the level of service provided.

C.20 PERSONNEL: Each contractor's employee shall have in his/her possession, and display openly and in plain sight, a contractor-issued identification badge. Distinctive contractor uniforms, patches, badges, vehicle markings, etc., are optional and may be utilized by the contractor at the contractor's expense.

C.21 SECURITY: Contractor personnel must successfully pass the National Agency Check (NAC) prior to performing work.

C.22 QUALITY CONTROL: The contractor shall establish and maintain a complete quality control program for the performance requirements of this contract. The government will monitor quality control of this contract. Non-performance or substandard task performance will be documented if and when it occurs.

C.22.1 Quality Control Plan: The contractor shall submit a Quality Control (QC) plan within 15 days after Notice of Award. The plan shall include a QC inspection system to encompass all services included in the SOW.

C.23 QUALITY ASSURANCE: The COTR will maintain a copy of the contractor's QC plan and perform a periodic review of the contractor's documentation from the QC inspections to ensure they are timely and follow the QC plan submitted at contract inception. Any deviation from the QC plan will be documented and presented to the contractor for corrective action.

C.23.1 Review: The COTR will perform review of the contractor's performance to validate the effectiveness of service being provided. The COTR will use a variety of factors to determine whether contractor is satisfactorily performing within the specifications of this SOW (See Quality Assurance Plan, Appendix 2).

C.23.2 Deduction: A deduction from the contractor's invoices will be made for unsatisfactory performance. Furthermore, the contractor is put on notice that corrections to unsatisfactory task performance shall be corrected at the contractor's expense and at no additional cost to the government. (See Table of Deductions, Appendix 3).

C.24 SAFETY: The contractor shall comply with FAA, APHIS-WS, and Texas Wildlife Services safety policies currently in force and all subsequent revisions. All operations conducted under this contract are subject to safety inspections. Guidance relating to the safe operating practices is mandatory and shall be complied with at all times.

C.25 DEFINITIONS

C.25.1 TECHNICAL DEFINITIONS:

C.25.2 Contract Discrepancy Report (CDR): The formal, written documentation of contractor non-conformance or lack of satisfactory performance on this contract.

C.25.3 Contracting Officer's Technical Representative (COTR): The government employee responsible for administering the contract after the contract award.

C.25.4 Correction: Changes to a document created/caused by mistakes due to originator's error(s).

C.25.5 Defect: That portion of work or performance that is considered unsatisfactory.

C.25.6 For Official Use Only (FOUO): Unclassified information, records, or other material which has been determined to require protection from disclosure to the general public, and which, for a significant reason, should not be given general circulation. Also, unclassified material for which unauthorized knowledge of the contents could compromise usefulness.

C.25.7 Government: Where the term is used, it shall refer to the contracting officer, and designated representative (COTR) acting within the scope of their written letters of appointment (a copy of all letters of appointment of COTRs) will be furnished to the contractor).

C.25.8 Statement of Work (SOW): A document that accurately describes the essential and technical requirements for items, materials or services to be provided to the government, including the standards used to determine whether the requirements have been fulfilled.

C.25.9 Quality Assurance (QA): Those actions taken by the government to check goods or services to ensure fulfillment of the requirements of the SOW.

C.25.10 Quality Control (QC): The contractor's system that ensures the necessary equipment, systems or services is provided as stipulated by this contract.

C.25.11 Standard: An acknowledged measure of comparison.

C.25.12 Standard of Performance: An acceptable, government-approved level of performance.

C.26 DELIVERY REQUIREMENT AND RESPONSIBILITY

The helicopters will be delivered to and picked up from the contractor's facility at the government's expense for standard maintenance and repairs. The contractor will be responsible for all costs incurred by the government in case of parts or services covered under the warranty. This includes, but is not limited to, travel costs outlined in the Federal Joint Travel Regulations and reimbursement of fuel cost to and from contractor's facility.

C.27 SPECIFIC TASKS

C.27.1 GENERAL: The contractor shall furnish all personnel and include all costs associated with the performance of this contract, including but not limited to, labor, supervision, administrative, travel and other services that may be necessary during the performance of this contract.

C.27.2 SAFETY: The contractor shall comply with all pertinent provisions of FAA, APHIS-WS, and Texas Wildlife Services' safety manuals, and shall also take or cause to be taken such additional measures as the contracting officer may determine to be reasonably necessary for safety.

C.27.2.1 Accident Prevention: In order to provide safety for protection of life and health of employees and other persons; for prevention of damage to property, materials, supplies, and equipment; and for avoidance of work interruptions in the performance of this contract, the contractor will comply with all applicable safety procedures.

C.27.2.2 Safety Exposure Reporting: The contractor shall maintain an accurate record of, and shall report to the contracting officer, in the manner and on terms prescribed by the contracting officer, exposure data and all accidents resulting in death, traumatic injury, occupational disease, and damage to property, materials, supplies and equipment incident to work performed under this contract. The contractor shall design an appropriate form and coordinate its approval with the COTR.

C.27.2.3 Safety Non-Compliance: The contracting officer will notify the contractor of any non-compliance with the foregoing provisions and the required action to be taken. The contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the contractor or appointed representative at the work site shall be deemed sufficient for this purpose. If the contractor fails or refuses to comply promptly, the contracting officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of claim for an extension of time or for excess costs or damages by the contractor.

C.27.2.4 Pre-Start Safety Meeting: Prior to commencement of the work, the contractor shall:

- a. Submit in writing a proposal for effectuating this provision for accident prevention, and
- b. Meet in conference with the COTR to discuss and develop a mutual understanding relative to the administration of the overall safety program.

C.27.2.5 Unsafe Methods: The contractor shall not use any maintenance methods or equipment that endangers his (her) own employees or other persons in the work area. The

COTR may advise the contractor to discontinue the use of unsafe devices or methods at any time during the period of this contract.

C.28 SPECIAL CONTRACT REQUIREMENTS

C.28.1 CONTINUITY OF SERVICES

The contractor recognizes that the services under this contract are vital to the government and must be continued without interruption and that, upon contract expiration, a successor, either the government or another contractor, may continue them. The contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

The contractor shall, upon the contracting officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a process for transferring responsibilities for each division of work described in the plan, and shall be subject to the contracting officer's approval. The contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

The contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the contractor shall release them at mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

The contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., cost incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

C.28.2 AUTHORIZED ORDERING OFFICES: The following USDA offices are authorized to issue delivery orders against this contract in accordance with the provisions of clause FAR 52.216-18, ORDERING, and FAR 52.216-19, DELIVERY ORDER LIMITATIONS, incorporated by reference in Section I of this solicitation:

USDA, APHIS, WS
State Director
San Antonio, Texas

C.28.3 ORAL ORDERS: Oral orders may be placed providing the following conditions are complied with:

- (a) Only authorized government representatives may place orders.
- (b) No oral order shall exceed the delivery order limitations established elsewhere in the contract.
- (c) The contractor shall furnish with each shipment a delivery ticket, in duplicate, showing the contract number, order number or date of order, name of authorized person placing order, quantity ordered and delivered, and the unit price.
- (d) Oral orders shall be confirmed in writing.
- (e) Oral orders shall be accepted by the Contractor only from authorized personnel. The COR shall furnish the contractor with a list of authorized personnel and their telephone numbers once a contract is awarded.

C.28.4 STATUS REPORT: The contractor shall furnish the contracting officer with a quarterly status report. The report shall be furnished within 15 calendar days after the close of the quarter. The report shall list all quantities ordered and shipped during the period. The following information shall be provided.

ORDERS

DELIVERY ORDER NO.
DATE OF ORDER
ORDERING OFFICE
QUANTITY ORDERED
ITEM DESCRIPTION
DELIVERY LOCATION

SHIPMENTS

DELIVERY ORDER NUMBER
DATE RECEIVED
DELIVERY LOCATION
QUANTITY RECEIVED
ITEM DESCRIPTION

C.28.5 PERMITS AND RESPONSIBILITIES (FAR 52.236-7) (NOV 1991): The contractor shall, without additional expense to the government, be responsible for obtaining any necessary licenses and permits, and for complying with any federal, state, and municipal laws, codes, and regulations applicable to the performance of the work.

The contractor shall also be responsible for all damages to persons or property that occurs as a result of the contractor's fault or negligence. The contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

C.28.6 LIABILITY AND INSURANCE—LEASED MOTOR VEHICLES

(a) The government shall be responsible for loss of or damage to-- (1) Leased vehicles, except for--(i) Normal wear and tear; and (ii) Loss or damage caused by the negligence of the contractor, its agents, or employees; and (2) Property of third persons, or the injury or death of third persons, if the government is liable for such loss, damage, injury, or death under the Federal Tort Claims Act (28 U.S.C. 2671-2680).

(b) The contractor shall be liable for, and shall indemnify and hold harmless the government against, all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the contractor, its agents, or employees.

© The contractor shall provide and maintain insurance covering its liabilities under paragraph (b) of this clause, in amounts of at least \$200,000 per person and \$500,000 per occurrence for death or bodily injury and \$20,000 per occurrence for property damage or loss.

(d) Before commencing work under this contract, the contractor shall notify the contracting officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the interests of the government shall not be effective (1) for such period as the laws of the state in which this contract is to be performed prescribe or (2) until 30 days after written notice to the contracting officer, whichever period is longer. The policies shall exclude any claim by the insurer for subrogation against the government by reason of any payment under the policies.

(e) The contract price shall not include any costs for insurance or contingency to cover losses, damage, injury, or death for which the Government is responsible under paragraph (a) of this clause.

C.28.7 CONTRACTOR PERFORMANCE STANDARDS: The contracting officer will designate a Contracting Officer's Technical Representative (COTR). The COTR is responsible for administering the performance of work under this contract. In no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be binding upon the government unless a written documentation is executed by the contracting officer.

C.28.8 DELIVERY REQUIREMENTS: The contractor shall meet with the COTR and other Texas Wildlife Services management staff within five days after notice of award to review and clarify any areas of this SOW.

C.28.9 CONTRACTOR QUALIFICATION REQUIREMENTS: All maintenance must be performed at a MD Helicopter factory-approved service center and must be repaired according to MD500

Helicopter Maintenance Instructions (HMI). The mechanics must have successfully completed training at an accredited MD500 Helicopter maintenance school.

The contracting officer shall be informed as soon as possible of any actions or infractions by the contractor or the government which will change the required delivery or completion times stated in the contract. On all matters that pertain to contract terms and conditions, the contractor shall communicate with the contracting officer.

Whenever, in the opinion of the contractor, the COTR requests effort outside the scope of the contract, the contractor should so advise the COTR. If the COTR persists and there still exists a disagreement as to proper contractual coverage, the contracting officer should be notified immediately in writing if time permits. Proceeding with work without proper contractual coverage could result in nonpayment or necessitate submittal of contract claim.

C.28.10 DEDUCTIONS: The deductions that will be assessed against the contractor for failure to meet the performance specifications of this SOW are outlined in Appendix 3 of this SOW

C.28.11 PREPARATION OF OFFERS: Offerors shall prepare an original and three copies of a technical proposal and an original only of the business proposal. The technical proposal shall include a work plan prepared in enough detail to show that the offeror has a thorough understanding of the requirements. This work plan should explain how the offeror will organize and perform the requirements of the SOW should the offeror receive the contract award. The work plan shall provide evidence that the personnel designated to work on this project have the skills and experience needed to effectively complete the assigned tasks. The offeror shall describe the organizational experience illustrating past performance in a similar contract. The business proposal shall include a cost breakdown outlining the costs associated with the performance of this contract, including estimated general and administrative expenses and profit.

C.29 EVALUATION CRITERIA:

The Government will award a contract or contracts resulting from this solicitation to the responsible offeror whose offer conforms to the solicitation requirements and represents the best value to the Government, technical quality, cost or price, and other price-related factors considered. The following factors, listed below in descending order of importance, shall be used to evaluate offers:

- MD Helicopter factory-approved service center certificate
- Documentation of performance in accordance with MD500 Helicopter Maintenance Instructions (HMI)
- Documentation of completed mechanic training at an accredited MD500 Helicopter maintenance school
- Contractor Past Performance
- Distance this facility is located away from the Texas State Office, 3700 Fredericksburg Road, San Antonio, Texas
- Price

The USDA will make award to the offeror whose offer conforms to solicitation requirements and represents the "best value" to the USDA based on technical quality, cost or price, and other price related factors. The combined weight of technical factors and past performance are more critical and may override price considerations. Therefore, award may be made to other than the lowest priced, responsible offeror.

Offeror's proposal shall contain:

- An established record of properly maintaining similar aircraft for at least 5 years
- All required documentation and certifications, as stated in the Performance Work Statement
- A current Certificate from Allison Engine verifying facility as an approved MD500 Helicopter repair facility

- Aircraft maintenance records and schedule of all work performed within the last 24 months on turbine powered helicopters

Note: The above list may not be an all inclusive list of Contractor submittals. Refer to Solicitations Sections C as well as other sections to assure proper submittal of proposal.

APPENDIX 1

MD500

COMPONENT MAINTENANCE SCHEDULE

LIMITED-LIFE PARTS			OVERHAUL SYSTEMS	
Component	Finite Time (hr)		Component	Finite Time (hr)
Main Rotor Blade	3,530		Transmission/MR	5,000
Blade Pin	7,600		M/R Swashplate	2,770
Main Rotor Hub	8,900		M/R Hub	2,770
Pitch Housing/MR	9,100		Overrunning, Clutch	1,800
Retention Strap/MR	2,770		T/R Transmission	4,800
Bolt-Lead Lag/MR	6,120		Starter, Generator	1,200
Lead Lag Link/MR	11,080		Blower Bearings	1,200
Drive Shaft	5,020		Blower Belt	1,200
Mast	10,450		Landing Gear Dampers	1,000
Transmission Coupling	4,300			
T/R Drive Shaft	13,900			
T/R Transmission Input Shaft	12,000			
T/R Transmission Output Shaft	7,290			
T/R Blade	5,140			
T/R Hub	3,450			
T/R Retention Strap	5,100			
Tail Boom Belts	21,950			
Tail Boom	10,300			
Vertical Stabilizer	12,700			
Horizontal Stabilizer	7,700			
Idler Bellcrank	6,500			

APPENDIX 2

QUALITY ASSURANCE PLAN

1. This quality assurance plan will be the vehicle the government will use to perform oversight on the Contractor's quality control plan.
2. The COTR will maintain a copy of the contractor's QC plan and perform a monthly review of the contractor's documentation from the QC inspections to ensure they are timely and follow the QC plan submitted at the contract inception. Any deviation from the QC plan will be documented and presented to the contractor for corrective action.
3. Contractor performance will be monitored throughout the effective period of the contract using the following criteria:
 - Timeliness in delivering required service.
 - Quality of work performed.
 - Performing inspections and/or repairs on a timely basis.
 - Providing adequate parts.
 - Providing adequate warranties.
 - Satisfactorily handling workload by setting priorities effectively.

APPENDIX 3

TABLE OF DEDUCTIONS

The following table defines the deductions that will be assessed against the contractor for failure to meet the performance specifications of this SOW.

ACTION	DEDUCTION
Providing overhauled parts to the government that were not overhauled by an approved FAA repair station.	½ of 1% of annual contract cost for each occurrence
Failure to perform inspections within two (2) weeks from date helicopter is delivered to contractor's place of performance.	1% of the annual contract cost for each occurrence
Failure to perform overhaul of the main rotor transmission within two (2) weeks from date helicopter is delivered to contractor's place of performance.	½ of 1% of the annual contract cost for each occurrence
Failure to perform overhaul of the tail rotor gear box within two (2) weeks from date helicopter is delivered to contractor's place of performance.	½ of 1% of the annual contract cost for each occurrence
Failure to properly provide warranty of at least 90 days for service work performed.	1% of the annual contract cost for each occurrence
Failure to properly perform engine overhauls within three (3) weeks from date helicopter is delivered to contractor's place of performance.	3/4 of 1% of the annual contract cost for each occurrence
Failure to follow repair procedures as specified by MD500 Helicopter Maintenance Instructions (HMI).	1% of the annual contract cost for each occurrence
Failure to provide detailed statement of hours performed on each tasking for labor hours charged to the government.	1% of the annual contract cost for each occurrence

SECTION D: SOLICITATION PROVISIONS

D.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

NUMBER	TITLE	DATE
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN 1999

D.2 52.212-1 -- Instructions to Offerors -- Commercial Items (Oct 2000)

- (a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --
 - (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3;
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers.
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2)
- (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of

offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (a) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (b) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit price offered, unless the offeror specifies otherwise in the offer.
- (i) Availability of requirements documents cited in the solicitation.
 - (1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to -- GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.
 - (i) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
 - (1) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the -- Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.
 - (i) Automatic distribution may be obtained on a subscription basis.
 - (ii) Order forms, pricing information, and customer support information may be obtained --
 - (A) By telephone at (215) 697-2667/2179; or
 - (B) Through the DoDSSP Internet site at <http://assist.daps.mil>.
- (6) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.
- (j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding

\$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

D.3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--
COMMERCIAL ITEMS (APR 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service--

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

- (b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

- (3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

- (4) Type of organization.

☐ Sole proprietorship;

- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

- (1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned

business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is a women-owned business concern.

- (7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

-
- (8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

- (i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it [] is, [] is not an emerging small business.
- (ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:
- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees Average Annual Gross Revenues

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

- (9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

- (i) General. The offeror represents that either--
- (A) It [] is, [] is not certified by the Small Business Administration as a small

disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [] has, [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [] Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous contracts and compliance. The offeror represents that--

(i) It [_] has, [_] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It [_] has, [_] has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It [_] has developed and has on file, [_] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [_] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

LINE	ITEM NO	COUNTRY OF ORIGIN
------	---------	-------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) Buy American Act--North American Free Trade Agreement--

Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act-- Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.
- (ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products:

LINE	ITEM NO	COUNTRY OF ORIGIN
_____	_____	_____
_____	_____	_____
_____	_____	_____

(List as necessary)

- (iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE	ITEM NO	COUNTRY OF ORIGIN
_____	_____	_____
_____	_____	_____
_____	_____	_____

(List as necessary)

- (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

- (2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

- (g) (1) (ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American

Act--North American Free Trade Agreement--Israeli
Trade Act--Balance of Payments Program":

Canadian End Products:

LINE ITEM NO

(List as necessary)

- (3) Buy American Act--North American Free Trade
Agreements--Israeli Trade Act--Balance of Payments Program
Certificate, Alternate II (Feb 2000). If Alternate II
to the clause FAR 52.225-3 is included in this
solicitation, substitute the following paragraph
(g)(1)(ii) for paragraph (g)(1)(ii) of the basic
provision:

- (g) (1) (ii) The offeror certifies that the following supplies
are Canadian end products or Israeli end products
as defined in the clause of this solicitation
entitled "Buy American Act--North American Free
Trade Agreement--Israeli Trade Act--Balance of
Payments Program":

Canadian or Israeli End Products:

LINE ITEM NO COUNTRY OF ORIGIN

(List as necessary)

- (4) Trade Agreements Certificate. (Applies only if the
clause at FAR 52.225-5, Trade Agreements, is included in
this solicitation.)
- (i) The offeror certifies that each end product, except
those listed in paragraph (g)(4)(ii) of this
provision, is a U.S.-made, designated country,
Caribbean Basin country, or NAFTA country end
product, as defined in the clause of this
solicitation entitled "Trade Agreements."
- (ii) The offeror shall list as other end products those
end products that are not U.S.-made, designated
country, Caribbean Basin country, or NAFTA country
end products.
Other End Products:

LINE ITEM NO COUNTRY OF ORIGIN

(List as necessary)

- (iii) The Government will evaluate offers in accordance
with the policies and procedures of FAR Part 25.
For line items subject to the Trade Agreements Act,
the Government will evaluate offers of U.S.-made,
designated country, Caribbean Basin country, or
NAFTA country end products without regard to the

restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

- (h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

- (1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

- (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

- (1) Listed end products.

Listed End Product

Listed Countries of Origin

- (2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

- ☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

D.4 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent
_____	_____
_____	_____
_____	_____
_____	_____

D.5 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price requirements contract resulting from this solicitation.

D.6 52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

José-Luis Gallagher
 USDA, MRP-BS Contracting
 Butler Square, Fifth Floor
 100 North Sixth Street
 Minneapolis, MN 55403

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

D.7 AGAR 452.219-70 SIZE STANDARD AND NAICS CODE INFORMATION (NOV 1996) (AGAR DEVIATION)

The North American Industrial Classification System (NAIC) Code(s) and business size standard(s) describing the products

and/or services to be acquired under this solicitation are listed below:

Contract line item(s): 1
-- NAICS Code 488190
-- Size Standard no more than \$05.0 MILLION average annual receipts for an offeror's preceding 3 FYs.